

EXHIBIT 4

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AOL Network

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You may not use AOL.COM or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use AOL.COM to violate the terms of this section. We may terminate your access or use of AOL.COM immediately and take any other legal action if you, or anyone using your access to AOL.COM, violates these provisions. We may take any technical

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19. INDEMNIFICATION.

Upon a request by us, you agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of AOL.COM. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

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You agree that the laws of the Commonwealth of Virginia govern this contract and any claim or dispute that you may have against us, without regard to Virginia's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. You further agree that any disputes or claims that you may have against us will be resolved by a court located

in the Commonwealth of Virginia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE COMMONWEALTH OF VIRGINIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE COMMONWEALTH OF VIRGINIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

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